



OFFICE OF PROCUREMENT

Isiah Leggett
County Executive

MONTGOMERY COUNTY GOVERNMENT

Cherri Branson
Director

SOLICITATION AMENDMENT #1

Request for Proposals

#1060056

September 29, 2016

PAGE 1 OF 5 FOR THE PROCUREMENT OF:

Pay-By-Cell Phone Parking Service

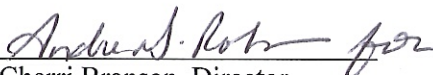
ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

1. Replace page 15 with Revised page 15
2. Questions and Answers (Exhibit A)
3. Pre-submission conference "Sign in Sheet" (Exhibit B)
4. The last day to submit questions for this RFP is Monday, October 3, 2016.

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS ARE NOT EXTENDED.

ISSUED BY:


Cherri Branson, Director
Office of Procurement

NAME OF OFFEROR:

(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER:

(Type or Print)

OFFEROR'S SIGNATURE:

_____ DATE: _____

/EVH

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

montgomerycountymd.gov/311



240-773-3556 TTY

- 5.3.4.6. Credit card information is validated upon entry to prevent typographical errors.
- 5.3.4.7. The system accepts considerable parking payment options.

5.3.5. System Integration

At no additional cost to the County, the Contractor' system must integrate and be compatible with equipment and software including but not limited to the following:

- 5.3.5.1. Xerox's eTIMS® system.
- 5.3.5.2. Motorola MC9598 handheld ticket writers using Pocket PEO® software.
- 5.3.5.3. Ventek International digital automated pay station.
- 5.3.5.4. Genetec's License Plate Recognition system (LPR).
- 5.3.5.5. Luke® II multi-space pay station.
- 5.3.5.6. IPT, LLC's Digital Permits software.
- 5.3.5.7. IPS Group, Inc.'s solar powered meters.
- 5.3.5.8. *Duncan Electronic Parking Meters*

5.3.6. Enforcement

- 5.3.6.1. The pay-by-cell phone system provided by the Contractor will be enforced through the use of wirelessly enabled Motorola MC9598 handheld ticketing devices running Pocket PEO® software. Enforcement officers must be able to enter the parking zone and have access to real time information regarding parking payments in any individual parking space within the zone. The size, number and configuration of the parking zones will be determined at the sole discretion of the County.
- 5.3.6.2. The Contractor must make the enforcement database available on the Motorola MC9598, in real time, to enable parking enforcement within ninety (90) days of the effective date of this Contract. The Contractor must provide a back-up enforcement method in case the database/Motorola MC9598 integration is not available for use at the effective date of the contract. All parking tickets will be issued by Montgomery County's parking enforcement officers. The Contractor will not be responsible for issuing tickets or enforcing parking violations.

5.3.7. Market Communication

The County may assist in the marketing/promotion of the system through its contacts with various County organizations, providing system information on the Montgomery County Division of Parking Management website, and by other means at its disposal. The Contractor must promote the pay-by-cell phone service by providing signage, decals on meters, handouts and other possible means of communication. All marketing communication and materials and methods employed by the Contractor must be pre-approved by the County.

5.3.8. Financial Reporting

- 5.3.8.1. The Contractor must provide financial reports to the County on a daily basis, which breaks down the funds deposited to the County bank account by Parking Lot District, Parking Facility, and Location Number in which they are collected (Bethesda, Silver Spring, Montgomery Hills, Wheaton, North Bethesda TMD, Friendship Heights TMD, Great Seneca TMD and General Fund) and by length of stay (short term and long term) within each District.
- 5.3.8.2. Financial reports must be provided by the Contractor to the County on a daily basis, which contain sufficient data to create an audit, by Parking Lot District, Parking Facility, and Location Number of the funds deposited to the bank, tracing the parking fees and Convenience Fees to individual parking sessions and individual customer records for a specified period. Any revenue loss determined to be at the fault of the Contractor (either manual or system failure) will be fully reimbursable to the County.

Exhibit A

RFP #1060056

Pay-By-Cell Phone Parking Service Questions and Answers Sheet

1. Q: What was the total parking revenue for last fiscal year?

A: Approximately \$35 million.

2. Q: What was the total number of current mobile parking provider transactions for last fiscal year?

A: 1,743,034

3. Q: What are the current hourly rates for on-street (metered parking)? What is the maximum length of time a parker can park on-street/off-street?

A: Please access the following link for Parking Lot Districts (PLD's) current Parking Rates and Hours:
<http://www.montgomerycountymd.gov/DOT-Parking/faq/using-meters.html>

4. Q: Are there any access revenue control systems in place in the garages?

A: Yes. Four (4) garages utilize pay-on-foot equipment and two (2) garages are cashier operated. For additional information please access the following link:
<http://www.montgomerycountymd.gov/DOT-Parking/FAQ/payonfootinfo.html>

5. Q: In the garages, how many Digital/Ventek meters are there per garage?

A: The number of pay stations vary from four (4) to twenty (20) depending on the garage. For additional information please access the following link:
<http://www.montgomerycountymd.gov/DOT-Parking/FAQ/pay-by-space-info.html>

6. Q: For on-street and off-street parking, are the meters all IPS or are there any coin meters?

A: There are two types of individual meters, IPS and Duncan electronic meters.

7. Q: What are the parking rates, are they consistent across the County?

A: The rates can vary by facility and PLD. Please see answer to Question number 4 above.

8. Does the County have any interest in a private label system?

A: The County will require that all promotional information include the Montgomery County seal and MCDOT logo. The decals on the meters must also include the County's URL (mcdotpark.com).

9. What is the average parking transaction in the County?

A: The average session is \$2.70.

10. Q: We are a minority-owned business. But, none of the minority business certification agencies the County recommends will complete a certification by the time this RFP is due. Can we receive points as

a Minority-owned business, provided we have our certification complete by the time of contract award?

A: Your firm can achieve the maximum 10 points by submitting, with your proposal, an MFD subcontracting plan that exceeds the participation goal (greater than 16%). Once your firm receives your County recognized MFD certification, it will be taken into consideration. But the MFD prime contractor is still expected to exercise good faith effort to subcontract to MFD firms.

11. Q: Our Company is two years old, so we do not have the required 3 years of audited financial statements. Can we just submit the 2 years we have?

A: Submit what financial documents you have and your proposal will be evaluated accordingly.

12. Can you confirm that the questions in the Scope of Work should be answered directly as part of the Qualifications and experience requirements section or should they be answered separately?

A: Information regarding the Scope of Work may be submitted as part of the Qualifications and experience paragraph 8.1.1.8 in the RFP.

Exhibit B



PRE-SUBMISSION CONFERENCE
September 23, 2016 @11:00 A.M
PSHQ Lobby Conference Room,
100 Edison Park Drive, Gaithersburg, Maryland.

RFP #1060056
Pay-By-Cell Phone Parking Service

ATTENDANCE SHEET

Name	Company	Email
Javier Torres	MCDOT/DIV. PARKING	Javier.Torres@montgomerycountymd.gov
Eric DeMunda	Laz	edemunda@lazparking.com
JOE HABIB	PAY BY PHONE	JHABIB@PAYBYPHONE.COM
Charley DeBow	Parkmobile	Charley.Debow@parkmobileglobal.com
JOHN OGLESBY	MobileNOW!	John.Oglesby@Mobile-Now.com
Lee Whittemore	MobileNOW!	lee.whittemore@mobile-now.com
Shawn Botterill	MobileNOW!	shawn.botterill@mobile-now.com
Erik Puskar	MobileNOW!	erik.puskar@mobile-now.com
Eric Harris	mCPro	Eric.Harris@montgomerycountymd.gov
Benjamin Morgan	mCDOT	



REQUEST FOR PROPOSALS

RFP #1060056

Pay-By-Cell Phone Parking Service
September 8, 2016

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods, services, or construction, as outlined in this document.

One original and three (3) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M. on October 10, 2016 to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number and proposal due date and time.

There will be an optional pre-submission conference on Friday, September 23, 2016 at 11:00 A.M. at the PSHQ Lobby Conference Room, 100 Edison Park Drive, Gaithersburg, Maryland.

The County **will not** accept proposals it receives by fax or e-mail.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Javier Torres at 240-777-8739 or javier.torres@montgomerycountymd.gov.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Eric V. Harris at (240) 777-9922.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (http://www.montgomerycountymd.gov/PrevailingWage):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:	

Director
Office of Procurement

RFP #1060056
Notice to Offerors

**Request for Proposals #1060056
for
Pay-By-Cell Phone Parking Service**

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
 - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
- (a) Completed Wage Requirements Certification form (**This form is contained in the PMMD-177 Web-link above**).
 - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form (**This form is contained in the PMMD-177 Web-link above**).

Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.

NOTE: You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at (www.montgomerycountymd.gov/WRL). The WRL is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.

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Attachments

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Web-links for Documents and Forms

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (http://dat.maryland.gov/businesses/Pages/default.aspx) and (http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11. Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12. Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13. Solicitation Postings and Amendments (www.montgomerycountymd.gov/pro/solicitations.html)
14. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)

Montgomery County, Maryland
Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
(printed): _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____

Date: _____

2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

4.1. Instructions:

4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

4.1.3. Optional Pre-Submission Conference

4.1.3.1. If a Pre-Submission Conference is held, it is recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please [see page 1](#) of this solicitation.

4.1.4. Proposals

4.1.4.1. Sealed proposals are due in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, MD 20850 4166. Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, the proposal due date and time, and the individual/company's name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

4.1.5. Proposal Withdrawal/Modification

4.1.5.1. Proposals may be withdrawn or modified by the offeror upon receipt of a written request received before the specified due date and due time. Requests to withdraw or modify an offeror's proposal received after the specified due date and time will not be considered.

4.1.6. Questions

4.1.6.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.6.2. The Office of Procurement has an electronic "Frequently Asked Questions" section on its website that may answer your questions:
(www.montgomerycountymd.gov/pro/information.html?t=proFAQList&i=2)

4.1.7. Obtaining Solicitation Amendments

4.1.7.1. What are they?

When the County determines that material changes to the solicitation document or material information needs to be disseminated to Offerors it will issue a formal amendment to a solicitation. However, not all solicitations will need an amendment. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

4.1.7.2. How do I identify if a solicitation has an amendment?

Solicitation amendments will be posted on the Solicitation Postings page (www.montgomerycountymd.gov/pro/solicitations.html) and may occur any time prior to the proposal due date and time. As a courtesy, the Office of Procurement may email solicitation amendments to holders of record with valid email addresses. However, it is the responsibility of the offeror to frequently visit the Office of Procurement's website to obtain solicitation amendments. Amendments to construction solicitations may be mailed if there are plans or other documents that cannot be made available electronically.

4.1.7.3. What am I required to do for the Amendment?

An Offeror must send its acknowledgement of receipt of a solicitation amendment to the place designated in the solicitation amendment, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. This can be easily done in at least **one** of the following ways:

- 4.1.7.3.1. By filling-in the "Amendment Number" and "Date" of the amendment(s) on page 4 under the Acknowledgment of Solicitation Amendments title; or
- 4.1.7.3.2. By returning one signed copy of the amendment with the Offeror's response to the solicitation; or
- 4.1.7.3.3. By sending a signed copy of the amendment separately to the Office of Procurement

4.1.8. Maryland State Department of Assessments & Taxation (MD-SDAT)

- 4.1.8.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships.
- 4.1.8.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering in to a contact with your firm.
- 4.1.8.3. The County will verify this status on the MD-SDAT website.
- 4.1.8.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.
- 4.1.8.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm maybe declared non-responsible and your proposal will be rejected.
- 4.1.8.6. Information can be found at: (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

- 4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- 4.2.2.3. Offeror's Certification of Cost & Price (for contracts above \$100,000.)
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)

- 4.2.2.4. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 4.2.2.5. All representations and certifications listed in this document.
- 4.2.2.6. Mandatory Insurance Requirements.
- 4.2.2.7. Prevailing Wage Requirements (only for a construction contract between the County and Contractor).
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
- 4.2.3. Determination of Responsibility
 - 4.2.3.1. The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.
 - 4.2.3.2. The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.
 - 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
 - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction ("work") required.
 - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
 - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
 - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
 - 4.2.3.3.5. The offeror's previous and existing compliance with laws and ordinances relating to the contract or work.
 - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
 - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
 - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.
- 4.2.4. Joint Procurement
 - 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
 - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPC);
 - 4.2.4.1.2. Montgomery College (MC);
 - 4.2.4.1.3. Montgomery County Public Schools (MCPS);
 - 4.2.4.1.4. Montgomery County Revenue Authority;

- 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);
- 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
- 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE LISTED IN THE OFFER.
- 4.2.5. Late Proposals
 - 4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.
- 4.2.6. Minority, Female, Disabled Person Program Compliance
 - 4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II.Chapter 11B.Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
 - 4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".
 - 4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 4.2.7. Montgomery County Code and Procurement Regulations
 - 4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
- 4.2.8. Payment Terms
 - 4.2.8.1. The County's payment terms are net thirty (30) days.
 - 4.2.8.2. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay

any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

4.2.9. Prevailing Wage (County Code Sections 11B-33-C and 20-75)

- 4.2.9.1. The Prevailing Wage Law applies to all construction contracts. Under County law, a County-financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements can be reviewed at: (www.montgomerycountymd.gov/PrevailingWage).
- 4.2.9.2. An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4.2.10. Qualification of Offerors

- 4.2.10.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.10.2. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract.
- 4.2.10.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.11. Services Contract (County Code 11B-33A)

- 4.2.11.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.11.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification** form at the website below.
- 4.2.11.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

4.3. **Notices**

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display

publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.
- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.
- 4.3.2. Protests
 - 4.3.2.1. Any Offeror who is aggrieved (see 4.3.2.5 below) may file a protest. Any Offeror who is aggrieved in connection with a formal solicitation must deliver a written protest to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the solicitation proposal submission due date and time, if the offeror seeks as a remedy the cancellation or amendment of the solicitation.
 - 4.3.2.2. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government".
 - 4.3.2.3. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained.
 - 4.3.2.4. The Director, Office of Procurement, must dismiss any protest not timely received.
 - 4.3.2.5. Only an offeror who is "aggrieved" may file a protest. "Aggrieved" means that the offeror who files the protest can demonstrate it may be eligible for an award of the contract if the protest is sustained.
 - 4.3.2.6. Each protest must contain the following:
 - 4.3.2.6.1. Identification of the solicitation;
 - 4.3.2.6.2. Offeror Name;
 - 4.3.2.6.3. Offeror Address;
 - 4.3.2.6.4. Offeror Email Address;
 - 4.3.2.6.5. Offeror Telephone Number;
 - 4.3.2.6.6. Statement supporting that the Offeror is aggrieved;
 - 4.3.2.6.7. Specification of all grounds for the protest;
 - 4.3.2.6.8. Submission of detailed facts and all relevant documents;
 - 4.3.2.6.9. Citation to relevant language in the solicitation, regulations, or law relied upon; and,
 - 4.3.2.6.10. All other matters which the Offeror contends support its protest
 - 4.3.2.7. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

4.3.3. Public Posting

- 4.3.3.1. It is the responsibility of the offeror, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed award for a contract in which the offeror is interested.
- 4.3.3.2. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).
- 4.3.3.3. Information regarding the proposed award under this solicitation, or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: (www.montgomerycountymd.gov/PRO/Awardee.html), and at the Office of Procurement, Rockville Center, 255 Rockville Pike, Ste. 180, Rockville, Maryland 20850.

4.3.4. Solicitation Preparation Expenses

- 4.3.4.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

4.3.5. Tie Scoring

- 4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: (www.montgomerycountymd.gov/PRO/Laws.html)

4.3.6. Verbal Explanations

- 4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

Montgomery County, Maryland, has a residential population of approximately 1.030 million. The County is located on the northern border of Washington, D.C. Montgomery County's Department of Transportation, Division of Parking Management, is responsible for the management and operation of the County's Public Parking Program. This municipal program owns and operates over 21,000 public parking spaces in four distinct and economically-diverse Parking Lot Districts (PLD's), Bethesda, Silver Spring, Wheaton, and Montgomery Hills. Additionally, the County operates on-street parking meters in certain Transportation Management Districts (TMDs) such as North Bethesda, Great Seneca and Friendship Heights. The parking spaces are located both on and off-street. Presently, there are nineteen (19) garages, twenty-two (22) surface lots and over 3,900 on-street meters. Spaces on-street and in lots are all operated by single-space meters, while the garages utilize individual meters, centralized pay-by-space, cashier upon exit, or pay-on-foot equipment.

The pay-by-cell phone parking program will include the County's on and off street parking inventory within the PLD's and TMD's including:

- On-street – 3,943 spaces
- Off-street, lots – 1,472 spaces
- Off-street, garages – 8,786 spaces

5.2. Intent

It is the intent of this RFP for Montgomery County to enter into a contract with one or more firms (the "Contractor") to provide a fully functional pay-by-cell phone parking system within Montgomery County's PLD's and TMD's. If two firms enter into contract; both firms will simultaneously be awarded the same meters. The system must be planned to cover all individual parking meters and integrated with the County's existing pay-by-space facilities. Proposals submissions for only partial areas, certain PLD's/TMD's or certain locations will be deemed unacceptable and removed from consideration. The Contractor would be responsible for covering all start-up, advertising and on-going operational expenses. All parking fees collected must be turned over to the County by the Contractor and all of the Contractor's start-up and on-going expenses, including credit card processing fees, will be paid for from a Convenience Fee paid directly to the Contractor by the parking customer. The County is not responsible for making any payment to the Contractor. The source of payment to the Contractor comes solely from a Convenience Fee paid directly to the Contractor by the parking customer. The Contractor should not expect to invoice and should not invoice the County for any costs of the operation of the pay by cell phone system, and the County will make no payments under the contract awarded as a result of this solicitation (the "Contract").

5.3. Scope of Work

5.3.1. General Requirements

The scope of work under the contract(s) resulting from this solicitation is for the Contractor to provide a fully functional pay-by-cell phone parking system for metered parking.

The purpose of the resulting Contract is to establish a contractual relationship with one or more firms to provide pay-by-cell phone parking technology to approximately 3,597 individual on-street parking meters, 1,472 individual surface lot meters, and as many as 8,786 garage meters, consisting of both individual meters as well as pay-by-space master meters. The exact number of meters will be determined at the sole discretion of the County. Pay-by-cell phone meter decals must be supplied by the Contractors as part of the Offerors proposal (see paragraph 5.8 below for decal specifications). All decals provided must be in accordance with the provided specifications. Additionally, specific language, color, and other design features must be approved in advance by the County, at its sole discretion.

5.3.2. Services

- 5.3.2.1. The Contractor must provide pay-by-cell phone parking services for all single space metered parking spaces, pay-by-space parking garages, as well as any future on-street and off-street master-meters. The area of service provision may be expanded or contracted over time and will be determined at the sole discretion of the County. The Contractor must be capable of launching the pay-by-cell phone services by November 29, 2016. All locations identified in this RFP must have fully functional pay-by-cell phone services in operation by this date.
- 5.3.2.2. The Contractor's services provided under the resulting contract must include:
 - The Contractor's pay-by-cell phone system software, including all software-set-up (this software includes zones, rates and policies, enforcement, management and reporting)
 - Signage and meter stickers/decals, and decals replacement
 - Training of County personnel to use back-end system and must include enforcement and management, reporting, and auditing.
 - Registration of customers
 - Calculation of parking fees
 - Collecting of parking fees from customers
 - Remittance of collected parking fees to the County via ACH at the County's discretion (daily, weekly, monthly) along with a detailed accounting of the monies collected. In addition, a summary report will need to be provided with each payment. County will work with the vendor to provide a sample report required.
 - Help Desk for customers
- 5.3.2.3. The Contractor must deliver reports at intervals defined by the County (daily, weekly, monthly, annually which contain data requested by the County no later than five (5) working days after the requested reporting period. The Contractor must allow customers to register via Interactive Voice Response (IVR), SMS (text messaging), through a live customer service representative, smartphone application, and/or mobile and desktop internet. The Contractor is encouraged to provide additional registration options.
- 5.3.2.4. The Contractor must allow customers to setup and manage their pay-by-cell phone account by accessing a personal internet based account. The Contractor must provide and manage a pay-by-cell phone website and personal internet account system for all pay-by-cell phone account holders.
- 5.3.2.5. The Contractor pay-by-cell phone system must allow customers to sign up for an account and park immediately at the point of purchase at any time using a cell phone.
- 5.3.2.6. The Contractor must allow customers the option of using a digital wallet or a one-time only payment system.
- 5.3.2.7. In case of a future need, the Contractor must have the capability to allow customers to add multiple license plates to an account.
- 5.3.2.8. The Contractor must allow customers to define the length of stay at the start of a parking session. A session will not exceed the time limit of the meter space.
- 5.3.2.9. The Contractor must allow the use of other telephone than a primary cell phone to start a transaction.
- 5.3.2.10. The Contractor must allow customers to stop parking session upon return to their vehicle and only pay for the time used. It will be at the County's discretion if this option will be activated.
- 5.3.2.11. The Contractor must be able to and must send customers the following text messages: a warning message, ten (10) minutes prior to the expiration of their parking session; confirmation of the start or stop of a parking session; a reminder of an on-going parking session; and detailing the total cost for the session.
- 5.3.2.12. The Contractor must provide a Call Center, during the County's hours of parking operation, sufficiently staffed to respond to all calls within three (3) minutes of their connection. The primary responsibility of the Contractor's Call Center will be to respond to customer inquiries concerning the use and operation of the pay-by-cell phone system.

Specific customer service procedures must be drafted by the Contractor and must be approved by the County within ninety (90) days of the effective day of the resulting Contract. The Contractor must provide the County reports on the operation of the call center on a monthly basis. The reports will, at a minimum, include the number of calls received, hold time, nature of the inquiry, and resolution of the issue. These reports are due no later than five (5) working days after the end of the month.

- 5.3.2.13. The Contractor must designate a specific individual as the Project Manager who will serve as a primary point of contact for the County. The Project Manager must be available by telephone or email during all hours of County parking enforcement. The Project Manager must respond to any County contact within two (2) hours of the County's contact. The Contractor must designate an alternate point of contact in the event the primary point of contact (the Project Manager) is unavailable.
- 5.3.2.14. The Contractor may simultaneously provide similar pay-by-cell phone services to other municipalities within the Washington Metropolitan Area. Single customer accounts may be maintained by the Contractor that allow for payments for parking in Montgomery County and in other municipalities within the Washington Metropolitan Area.
- 5.3.2.15. If during the course of performing the work under the resulting contract a customer would like to close their account, the Contractor is required to and must refund any funds remaining in the customer's account at no additional cost to the customer. If at the termination or expiration of the resulting contract, the Contractor is holding any customer funds for any customer account that during the course of the contract term paid for parking in Montgomery County, then the Contractor shall inform the customer in writing of the termination of the County contract and shall, if a refund is requested, forward the funds to the customer.
- 5.3.2.16. The Contractor must notify the County of a system outage or problem that prohibits customers from starting or ending a session or adversely affects the accuracy of County enforcement within sixty (60) minutes of the outage or failure. Unscheduled system outages lasting more than one hour will be charged an "outage fee" to be paid by the Contractor to the County for lost revenue. The "outage fee" will equal an average of the previous business day's hourly revenue by the number of hours of the outage, less the first hour.
- 5.3.2.17. The Contractor must provide secure access to the back office system to authorized County personnel for financial accountability, reporting, ad hoc querying, revenue reconciliation, and ticket adjudication. Accessed data should not include customer's personal payment information (i.e., full credit card number).

5.3.3. Pay-By-Cell Phone Settings

- 5.3.3.1. The Contractor must provide a website dedicated to Montgomery County's parking customers.
- 5.3.3.2. The Contractor must use County's meter number structure.
- 5.3.3.3. The Contractor must provide a Call Center fully staffed during County's hours of payment. Hours vary by area and may be found at the County's website:

<http://montgomerycountymd.gov/DOT-Parking/faq/using-meters.html>

5.3.4. Payment System Settings

- 5.3.4.1. The Contractor's pay-by-cell phone system must authorize payments in real time.
- 5.3.4.2. Contractor's pay-by-cell phone system must be at all times PCI DSS ("Payment Card Industry Data Security Standard") compliant.
- 5.3.4.3. All credit card information must be encrypted.
- 5.3.4.4. Rates and operational schedules can be programmed and re-programmed in a flexible manner that does not require any downtime.
- 5.3.4.5. The system should disallow parking transactions on County holidays and other times when parking is not expected to be paid.

5.3.4.6. Credit card information is validated upon entry to prevent typographical errors.

5.3.4.7. The system accepts considerable parking payment options.

5.3.5. System Integration

At no additional cost to the County, the Contractor' system must integrate and be compatible with equipment and software including but not limited to the following:

5.3.5.1. Xerox's eTIMS® system.

5.3.5.2. Motorola MC9598 handheld ticket writers using Pocket PEO® software.

5.3.5.3. Ventek International digital automated pay station.

5.3.5.4. Genetec's License Plate Recognition system (LPR).

5.3.5.5. Luke® II multi-space pay station.

5.3.5.6. IPT, LLC's Digital Permits software.

5.3.5.7. IPS Group, Inc.'s solar powered meters.

5.3.6. Enforcement

5.3.6.1. The pay-by-cell phone system provided by the Contractor will be enforced through the use of wirelessly enabled Motorola MC9598 handheld ticketing devices running Pocket PEO® software. Enforcement officers must be able to enter the parking zone and have access to real time information regarding parking payments in any individual parking space within the zone. The size, number and configuration of the parking zones will be determined at the sole discretion of the County.

5.3.6.2. The Contractor must make the enforcement database available on the Motorola MC9598, in real time, to enable parking enforcement within ninety (90) days of the effective date of this Contract. The Contractor must provide a back-up enforcement method in case the database/Motorola MC9598 integration is not available for use at the effective date of the contract. All parking tickets will be issued by Montgomery County's parking enforcement officers. The Contractor will not be responsible for issuing tickets or enforcing parking violations.

5.3.7. Market Communication

The County may assist in the marketing/promotion of the system through its contacts with various County organizations, providing system information on the Montgomery County Division of Parking Management website, and by other means at its disposal. The Contractor must promote the pay-by-cell phone service by providing signage, decals on meters, handouts and other possible means of communication. All marketing communication and materials and methods employed by the Contractor must be pre-approved by the County.

5.3.8. Financial Reporting

5.3.8.1. The Contractor must provide financial reports to the County on a daily basis, which breaks down the funds deposited to the County bank account by Parking Lot District, Parking Facility, and Location Number in which they are collected (Bethesda, Silver Spring, Montgomery Hills, Wheaton, North Bethesda TMD, Friendship Heights TMD, Great Seneca TMD and General Fund) and by length of stay (short term and long term) within each District.

5.3.8.2. Financial reports must be provided by the Contractor to the County on a daily basis, which contain sufficient data to create an audit, by Parking Lot District, Parking Facility, and Location Number of the funds deposited to the bank, tracing the parking fees and Convenience Fees to individual parking sessions and individual customer records for a specified period. Any revenue loss determined to be at the fault of the Contractor (either manual or system failure) will be fully reimbursable to the County.

5.3.8.3. Additional financial reports may be required to comply with direction from the County's Finance Department or outside auditors. The Contractor must provide any additional reports requested by the County.

5.4. Contractor's Qualifications

Contractor must have experience in developing, implementing and managing a pay-by-cell phone program in a parking environment. The Contractor must be a well-established firm whose experience and financial strength suggest that the Contractor will be able to meet all its contractual requirements for the full duration of the Contract. Your proposal must include the following financial/corporate information:

- 5.4.1. Audited financial statements for the past 3 years;
- 5.4.2. A complete narrative of your company history;
- 5.4.3. Identification and description of any incidents, in the last five (5) years, by which a contract with your firm was terminated for any reason whatsoever;
- 5.4.4. Three (3) references that you believe involve a significantly similar relationship to what you propose in response to this RFP;
- 5.4.5. Resumes of key personnel who will work on this project and qualifications of the Contractor's personnel and any specialty subcontractors included in the members of the team who will perform the work must be included in the Contractor proposal.

5.5. Contractor's Responsibility

- 5.5.1. The Contractor will be responsible for providing the services and materials described within this RFP.
- 5.5.2. The Contractor may market, advertise, and promote the pay by cell phone system by providing signage, decals on meters, handouts, meter greeters or any other County approved alternative. All advertising copy and method of advertising must be pre-approved by the County.
- 5.5.3. The Contractor agrees to use the key personnel and sub-contractors identified in the proposal in the performance of all pay-by-cell phone services. No changes to the listed key personnel, shall be made without prior written approval of the Contract Administrator or designee. In the event that the key personnel individuals are unable or unavailable to perform the services under the Contract, the Contractor must replace the individuals with key personnel of equal or better qualifications, and must obtain the Contract Administrator's or designee written approval of the replacement personnel.
- 5.5.4. All customer data and any customer funds held by the Contractor but not yet charged against parking fees are the property of the County. At the termination of the contract, customer data must be made available to any succeeding contractor in a commercially standard format to be converted to the database of the new contractor. During the term of the contract the Contractor may hold funds advanced by customers, in anticipation of future participation in the program, in an escrow account in the name of the contractor and keep any interest obtained from those funds. However, at contract termination the funds must be turned over to the County so that they may be made available to the succeeding Contractor.

5.6. County's Responsibility

The County will be responsible for the installation of all specified meter decals and any approved signage on County property or in the County right of way. The County will assist in the marketing/promotion of the system through its contacts with various County Organizations including, but not limited to:

- Local Regional Service Centers
- Urban Partnerships
- Chambers of Commerce
- Press Releases

5.7. Reports

The Contractor must provide the County with real-time access to reports for viewing pay-by-cell phone transactions processed and revenue, customer usage and enforcement activities. Additionally, the Contractor must have the ability to customize and create reports to meet the County's operational

and financial needs. All reports must be exportable to Microsoft Excel spreadsheets. Collected parking fees will be transferred to a County-specified Montgomery County bank account once each business day. All County parking fees collected will be transferred not later than the 2nd business day after their collection wire. **All credit card transaction fees will be absorbed and paid for by the Contractor.** All personal and financial data must be managed in compliance with standards set forth by the Payment Card Industry Data Security Standards (PCI compliance).

5.8. Meter Decals Specifications

Offeror must provide detailed specifications, including size and material used for decals. Decals must include the Montgomery County URL mcdotpark.com, 7-digit location number, phone number, and QR code.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a three-year period. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

6.2 PRICE ADJUSTMENTS

Prices quoted are firm for a period of three years after execution of the contract. Any request for a price adjustment after this three-year period is subject to the following:

- 6.2.1. Approval or rejection by the Director, Office of Procurement or designee.
- 6.2.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- 6.2.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
- 6.2.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- 6.2.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- 6.2.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.

7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a.
- 7.1.2. Vendor interviews will be conducted with offerors that achieve at least a score of 70 points based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section D.7.1.9.b. The QSC will also review an offeror for responsibility.

- 7.1.3. The QSC will make its award recommendation of the two (2) highest ranked offerors based on the QSC's combined written and interview scores, and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to the proposed awardee(s), by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee(s), the Using Department will proceed to negotiations with the next highest ranked offerors after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the names of the proposed awardee(s).
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

7.1.9. **EVALUATION CRITERIA**

POINTS

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

1. Qualification and experience. The firm's qualifications and experience in developing, implementing, and managing a pay-by-cell phone project in a parking environment.
2. Flexibility of System. System must be able to meet the changing needs of Montgomery County and its customers.
3. Enforcement of System. Ease and effectiveness of enforcement.
4. Ease of use. Ease of use to the customers, including initial setup and account/transaction management.
3. Cost (See attachment D for Cost Proposal Sheet)
4. MFD Participation*

(Note: 10% of points must be applied to each evaluation section)

Highest possible QSC score for written proposal evaluation:

25

5

20

20

20

10

100

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. Experience and qualifications of key personnel to provide service as described in Section B.5.2., including examples of similar projects
2. Description of experience of Project Manager, including examples of projects he/she personally managed or performed.
3. Approach to accomplishing services as listed in Section B.5.2.
4. Approach to marketing a promotion of pay-by-cell phone program
5. MFD Participation*

(Note: 10% of points must be applied to each evaluation section)

Highest possible QSC score for interview evaluation:

25

25

20

20

10

100

***MFD Participation Requirements and Examples:**

(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

8. SECTION E - SUBMISSIONS

8.1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

- 8.1.1. Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit

sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- 8.1.1.1. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, and email address.
- 8.1.1.2. The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
- 8.1.1.3. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. ([see Attachment A](#)).
- 8.1.1.4. If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- 8.1.1.5. Mid-Atlantic Purchasing Team Rider Clause – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf).
- 8.1.1.6. Minority, Female, Disabled Persons Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points ([see Section D](#)) above and the requirements and examples at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf) MUST complete and submit this form with its proposal submission.**
- 8.1.1.7. Minority Business Program and Offeror's Representation – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (see Sample of MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)) **Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.1.6., above, should complete and submit this form with its proposal submission.**
- 8.1.1.8. **Qualifications and experience.** The firm's qualifications and experience in developing, implementing, and managing a pay-by-cell phone project in a parking environment. Proposals must include a detailed description of the firm's approach to the County's project. The following information should be included but not be limited to:
 - 8.1.1.8.1. The level of staffing, fields of expertise and resources that will be allocated to this project.
 - 8.1.1.8.2. Capabilities and experience of your firm in developing, implementing, and managing a pay-by-cell phone project in a parking environment that includes individual meters, and pay-by-space configurations (include years of experience).
 - 8.1.1.8.3. Examples of cities/towns where your firm has implemented a pay-by-cell phone system using single-space parking meters (include contact information, if available).
 - 8.1.1.8.4. A description of the nature of the proposed relationship between your firm and County.
 - 8.1.1.8.5. Detailed description of how the user would: set up, access and manage their pay-by-cell phone account.
 - 8.1.1.8.6. A description of how the Contractor will manage customer phone calls and customer complaints (include who will be managing the Call Center, the hours of operation, and how many calls can be handled simultaneously).

- 8.1.1.8.7. A description of how the pay-by-cell phone system is to be marketed and advertised (i.e. signage, incentives for 1st time users, etc.), and how will your firm work with the County to market and promote the program.
- 8.1.1.8.8. A description of how will your firm and the County will share access to all program-related data.
- 8.1.1.8.9. Specifications of any software and/or hardware required for integration with the County's enforcement and financial system.
- 8.1.1.8.10. A description of how the system will be enforced. Ease of Effectiveness.
- 8.1.1.8.11. A description of ease of use to the customers.
- 8.1.1.8.12. Pay-by-cell phone website dedicated to the County users.
- 8.1.1.8.13. A business plan showing zero up front or on-going cost to the County.
- 8.1.1.8.14. Parking customer cost; see Cost Proposal Form.
- 8.1.1.8.15. Expandability of system (geographically or technologically).
- 8.1.1.8.16. A description of experience and capability to integrate with a variety of enforcement software systems. Indicate which enforcement software systems you have integrated with and under what scenario.
- 8.1.1.8.17. Pay-by-cell phone system must at all times be PCI DSS ("Payment Card Industry Data Security Standard") compliant. Offerors must submit a PCI DSS and PCI-PA DSS Level 1 compliance certificates with their proposal.
- 8.1.1.8.18. Clearly and concisely, describe your firm's experience and qualifications as related to performing services in each of the following areas:
- 8.1.1.9. **Flexibility of system.** System must be able to meet the changing needs of Montgomery County and its customers.
- 8.1.1.10. **Enforcement of system.** Ease and effectiveness of enforcement, including integration and compatibility with County's equipment and enforcement software.
- 8.1.1.11. **Ease of Use.** Ease of use to the customers (including initial setup) and account/transaction management.
- 8.1.1.12. Cost (See Attachment D, Cost Proposal Form)

8.2. AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 8.2.2. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf).
- 8.2.3. Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
 - 8.2.3.1. The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
 - 8.2.3.2. These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.4. If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf))

9. SECTION F - COMPENSATION

The Contractor(s) is expected to recoup the cost of services provided solely based on the Convenience Fee (Attachment D – Cost Proposal Form) charged to the customer. No compensation for any cost of the services provided under this Contract will be paid to the Contractor(s) by the County.

10. SECTION G - CONTRACT ADMINISTRATOR

10.1. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

10.2. USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6A.

10.3. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is:

Javier Torres

Division of Parking Management

Department of Transportation

100 Edison Park Drive, 4th Floor

Gaithersburg, Maryland 20878

11. SECTION H - SPECIAL TERMS AND CONDITIONS

11.1. Not Applicable

12. SECTION I - ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (a) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- (b) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

13. SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest

and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage

specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attach.
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attach.
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attach.

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attach.

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to

receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective

on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

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THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

ATTACHMENT A**REFERENCES**

(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____

ATTACHMENT B

COST AND PRICE REQUIREMENTS

By submitting your proposal, offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the proposed awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.
- C. Offeror's Certification of Cost and Price information (the form on which to enter this information can be downloaded at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).

ATTACHMENT C

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Pay Parking Meters by Cell Phone – *Signage posted on meters with phone # to call in credit card information*

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Network Security Liability (Cyber, Internet)

Covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering computer or information technology Services, or from data damage/destruction/corruption, including without limitation, failure to protect privacy, unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the Services provided under this Agreement with a minimum limit of ***one million dollars (\$1,000,000)*** each claim.

Crime / Fidelity Bond including employee dishonesty, robbery, fraud, theft, forgery, alteration, mysterious disappearance and destruction. The minimum limit shall be \$200,000.

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Parking Management / Javier Torres
101 Orchard Ridge Drive, 2nd floor
Rockville, Maryland 20850
Contract #1060056

ATTACHMENT D**COST PROPOSAL FORM**

<u>Description</u>	<u>Unit Price (\$/unit)</u>
Customer user fees (Convenience Fee)	\$ _____
List any and all specific additional fee categories below:	
• Replacement Decals	\$ _____
•	
•	

NOTE: Contractor pay-by-cell phone parking system must cover all metered parking spaces identified in this RFP.